nantor as owner of the estate, will bind his assignee. It is wholly unnecessary to inquire in the case whether or not the motive of the lessor in inserting in the lease this covenant was personal and independent of his ownership of the reversionary estate, inasmuch as the question here is not whether the benefit would have run had he assigned the reversion. According to what seems to be the better rule, a covenant will run with the land if it is an inseparable limitation on that land; and if the lessor chooses to part with the land subject only to a restriction as to its use, his motive in creating that restriction should make no difference in an action against the assignee of the covenantor. 12 MICH. L. REV. 639. In the English cases where the lessee of a "tied house," covenants to buy his beers and ales only of his lessor, it has been held that such covenant binds the assignee of the lessee. *Clegg* v. *Hands,* 44 Ch. D. 503; *White* v. *Southend Hotel Co.* (1897), 1 Ch. 767. A covenant of this nature affects the estate,—or in the formula of *Spencer's Case,* "touches or concerns the thing demised"—only in the method of operating the business. In this respect such a covenant is similar to that of the principal case. In *Congleton* v. *Pattison,* 10 East 130, where the lessee of a mill covenanted to employ only such persons as could give the lessor a certificate of settlement, it was held that such a covenant did not run with the land. The logic of this case has been questioned by respectable authority, it being contended that "a covenant not to employ a particular class of laborers is a limitation upon the privileges of the lessee, as such, just as much as a covenant not to make or sell a particular article." 12 MICH. L. REV. 639, quoted *supra.* A covenant in a lease of a paper mill that the lessee would not make a certain kind of paper which the lessee was engaged in manufacturing elsewhere was held to bind the asignee of the lessee. *American Strawboard Co.* v. *Haldeman Paper Co.,* 83 Fed. 619 (1897); and a covenant by a lessee that if he sold liquor on the premises the business should be conducted strictly according to law was similarly passed upon. *Crowe* v. *Riley,* 63 Oh. St. 1. In the instant case when the lessee acquired the premises he acquired certain rights and privileges, one of which, had he not covenanted as he did, being the right to run the business independently or in combination. But he accepted the premises restricted by a covenant limiting this right, and such covenant was properly held to run with the land.

LANDLORD AND TENANT—IMPLIED COVENANT OF FITNESS OF TENANT.—Action for breach of warranty, for fraudulent representation and concealment. Defendant engaged furnished rooms of the plaintiff for herself and her father, who was then afflicted with leprosy. Three months later the defendant's father died. As a result of the occupation the rooms were infected with leprosy to the plaintiff's damage. At the time defendant engaged the rooms, she had no knowledge that her father suffered with the disease. *Held,* Plaintiff could not recover. *Humphreys* v. *Miller* (1917), 2 K. B. 122.

The plaintiff, in the instant case, contended that there is an implied covenant that the tenant is a fit and proper person, and free from infectious disease. The court, without giving any reasons, flatly refused to recognize this contention. There seems to be no decision by any court of last resort that

there is such a covenant. The rule is well settled, both in this country and in England, that, in the absence of fraud and concealment, a lease of unfurnished premises raises no implied covenant by the landlord that they are tenantable and fit for immediate occupation. *Hart* v. *Windsor,* 12 M. & W. 68. A lease of furnished premises raises such an implied covenant according to the English cases. *Smith* v. *Marrable,* 11 M. & W. 5; *Wilson* v. *Finch-Hatton,* 46 L. J. Ex. 489, 2 Ex. D. 336, while in this country there is a split of authorities. *Ingalls* v. *Hobbs,* 156 Mass. 348, 31 N. E. 286; *Davis* v. *George,* 67 N. H. 393, 39 Atl. 979. The reason for the distinction is, that in the case of the furnished premises it is generally understood that the tenant intends immediate occupation of premises, ready for use, whereas in the other case the tenant does not intend occupation until he has examined the premises and made them tenantable according to his own desires. UNDERHILL, L. AND T., § 478. It would seem that the infection of the premises, at the commencement of the tenancy, by a disease dangerous to an occupant would constitute a breach of the implied covenant that they are tenantable. In many instances, it would be just as difficult for the landlord to discover that the tenant has the infectious disease, as for the tenant to discover the infection of the premises. There would seem, then, to be some reason for implying such a covenant on the part of the lessee. Where the element of knowledge, false representation and concealment enters, the situation is clearer. The landlord is held liable if he has knowledge of the infection of the premises and fails to reveal the fact. UNDERHILL, L. AND T., § 482. If the converse is the situation, that is, if the tenant has knowledge of his infectious disease and is guilty of fraudulent concealment or false representation, he too should be held liable. While no court of last resort has expressly so held, *Gwynne* v. *Clarke,* decided recently in the Monaghan County Court (Ireland), referred to in 58 Ohio Law Bulletin, 246, adopts this view, as does also, by inference, the court in the case of *Farrar* v. *Peterson & Co.,* 72 Wash. 482, 130 Pac. 753.

MASTER AND SERVANT—WRONGFUL DISCHARGE—DOCTRINE OF "CONSTRUCTIVE SERVICE."—Defendant employed plaintiff for a term of one year at an agreed salary. Shortly after plaintiff had entered upon the performance of the services under the contract, defendant wrongfully discharged him. Plaintiff recovered judgment for the first instalments, and now, after the expiration of the contract period, sues for the remaining instalments. Defendant pleads the judgment in the first suit as a bar to plaintiff's action. *Held,* the judgment on the previous instalments was no bar to the action, the doctrine of "constructive service" still prevailing in Georgia. *Edison* v. *Dundee Woolen Mills,* (Ga. App. 1917), 93 S. E. 324.

Whatever view the court may have held concerning the wisdom of allowing a plaintiff thus wrongfully discharged to bring separate actions for the successive instalments as they should become due, no other disposition was possible for this case, since it was controlled by the prior decisions of the Georgia Supreme Court. *Moore* v. *Kelly & Jones Co.,* 111 Ga. 371, 36 S. E. 802; *Blun* v. *Holitzer,* 53 Ga. 82; *Isaacs* v. *Davies,* 68 Ga. 169. A few other